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MARRIAGE AS AN EQUAL PARTNERSHIP

A GUIDE TO THE FAMILY LAW ACT



Ministry of
the Attorney
General



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CHANGES IN ONTARIO FAMILY LAW

Family law in Ontario has recently undergone significant reforms which may profoundly affect the lives of many families in this province. The changes are contained in the Family Law Act, 1986 and the Support and Custody Orders Enforcement Act, 1985. The Family Law Act legally acknowledges for the first time that marriage is an economic as well as a social and emotional partnership. The Support and Custody Orders Enforcement Act provides improved methods of enforcing support and custody orders.

This booklet, prepared by the Ministry of the Attorney General of Ontario, is intended to explain the changes under the Family Law Act.

It examines the developments in family law under five general categories:

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While this booklet attempts to answer some of the most common questions about family law in Ontario, it is not an official text and does not deal with all aspects of the legislation. It should not be considered a substitute for legal advice on a particular situation facing a family or individual. If you require more detailed information on your specific situation, you should seek legal advice from a lawyer.

PART ONE

PART I DIVISION OF PROPERTY

Under previous legislation, each spouse was provided with equal rights to all family assets. This meant that property the spouses normally owned and used as a family, like their home, furniture and vehicles, were divided equally between spouses. But assets such as pensions, Registered Retirement Savings Plans (RRSPs) or stocks and bonds were not equally divided because they were not considered to be family property. They were retained by the spouse who had legal ownership over them, unless the other spouse could prove that he or she made a direct financial contribution to their acquisition.

These rules often resulted in unfairness. For example, a couple might have owned a small home, furniture, a modest car, and other family assets. But the income-earning spouse would have also been able to accumulate securities, savings, RRSPs and other non-family assets in his or her own name. Because the non-family assets did not have to be divided between spouses, the spouse who did not earn an income was often left with significantly less than his or her partner when the marriage broke up. It was unfair that one spouse could leave the marriage with the bulk of the assets earned during the marriage while the other spouse got only a share of assets commonly used by the family. This was particularly unacceptable if one

spouse had given up a job or a career opportunity to stay in the home or raise children.

In addition, property division rules under the old legislation only applied if the spouses separated or divorced. It did not give a widow or widower any protection should the other spouse die, leaving the surviving spouse little property or no support in a will.

The Family Law Act, 1986 attempts to redress these and other instances of unfairness.

1

HOW DOES THE FAMILY LAW ACT ENSURE MORE EQUITABLE DIVISION OF PROPERTY?

To ensure that the value of property acquired during the course of a marriage is divided equally, the Family Law Act makes no distinction between family and non-family assets. Spouses are now entitled to share the value of everything acquired during the marriage, whether the marriage ends by separation, divorce or death.

2

IS EVERYONE IN ONTARIO AUTOMATICALLY COVERED BY THE NEW RULES ON PROPERTY DIVISION?

The new rules apply to all legally married people whether they were wed before or after the act came into force on March 1, 1986.

Those persons not affected by the new property division rules are those who are not

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legally married. The new rules do not apply to circumstances sometimes referred to as common law relationships.

In addition, spouses will not be affected by these provisions if they have received a final judgement of the court on division of property or if they have signed a separation agreement regarding the division of their property before June 4, 1985.

If a spouse has died, the surviving partner will only be affected by the new act's property division rules if the deceased died after March 1, 1986.

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HOW DOES THE ACT DIVIDE PROPERTY?

The act does not divide property, but rather it attempts to divide the value of the property. In general, the act strives to divide equally the value of everything acquired by the spouses during the marriage. Instead of dividing the assets, like cars and furniture, each spouse is entitled to half the total net value of the marriage assets. If one spouse's assets are more valuable, he or she must compensate the other spouse, by way of an "equalizing payment". The court will decide exactly how this will be carried out.

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WHAT KINDS OF PROPERTY ARE SUBJECT TO DIVISION BETWEEN SPOUSES?

All property owned by either

spouse individually or by both spouses together, regardless of location of the property in the world, is considered within the meaning of the act and therefore its value must be divided. This may include businesses, farms, pensions, savings, RRSPs, furniture, cottages, and so on, regardless of the way in which they were acquired or in whose name they were acquired. There are, however, certain limited exceptions, and the matrimonial home has special status within the scheme of division.

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WHAT TYPES OF PROPERTY DOES THE ACT EXEMPT FROM DIVISION?

The value of the following types of property are not subject to division between the spouses provided they are owned as of the date of separation, the date of divorce or, in the case of death, the day before the spouse has died:

- the value of property owned by a spouse before the date of the marriage;
- the value of gifts or inheritances a spouse received from a third person;
- income earned from gifts or inheritances from a third person after the date of the marriage, if the person who made the gift or provided the inheritance specifically stated that the income from it was not to be shared with the recipient's spouse;
- a court award for damages or a right to damages for per-

sonal injuries, nervous shock, mental distress or loss of guidance, care and companionship;

- the proceeds, or a right to proceeds, from a life insurance policy that were paid to a spouse upon the death of a life-insured person;
- any property into which the above items could be traced. If, for example, a spouse inherited \$10,000 and put the money into Canada Savings Bonds and then separated from his or her spouse, the spouse would not have to share the value of the Canada Savings Bonds as they can be directly traced to the original inheritance;
- any property that both spouses had previously agreed, by way of contract, was not to be included in the division of property.

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WHY DOES THE MATRIMONIAL HOME HAVE SPECIAL STATUS?

The matrimonial home is given special protection under law because it is often the largest and most important asset owned by spouses, and is special because it often forms the centre of the family's life. The matrimonial home is always brought into calculations of net family property. For example, if the matrimonial home was inherited, or was purchased with damages awarded for injuries suffered in a car accident it would still be brought into the calculation of the family

property value. If one spouse inherited money and used it to pay down the mortgage on the family home, for example, no exception or credit will be made for the inheritance, and the full value of the home will ultimately be divided. Similarly, if one spouse receives damages from a car accident, and uses the money to renovate the matrimonial home's kitchen, no special credit is given for the use of the damages from the car accident, and the full value of the home will be divided. See page 11 for more information on the matrimonial home.

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CAN A JUDGE ORDER THAT THE VALUE OF FAMILY ASSETS NOT BE SHARED EQUALLY?

If an equal division of the value of property is deemed unacceptable by the courts, the court can order at the request of a spouse that the value of the property not be divided equally. However, the court may only order this unequal division in certain limited circumstances. They are as follows:

- if there was a failure by a spouse to disclose debts or other liabilities at the beginning of the marriage;
- if a spouse has recklessly or in bad faith incurred debts or other liabilities, and then claims them to reduce net family property;
- if a spouse declares gifts from the other spouse as

part of his or her own net family property;

- if a spouse intentionally or recklessly depletes his or her net family property;
- if a spouse would receive a disproportionately large entitlement considering that the individuals have lived together less than five years;
- if one spouse incurs disproportionately more debts or other family liabilities than the other for support of the family;
- if there is a written agreement between the spouses other than a "domestic contract" (see page 17);
- if there is any other circumstance relating to the acquisition, disposition, preservation, maintenance, or improvement of property that suggests to the court that an equal division would be unconscionable.

However, the court will only make such an order for an unequal division if one of these limited circumstances exists and if the equal division would be unconscionable.

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HOW IS THE CALCULATION FOR THE DIVISION OF PROPERTY DONE?

1. Each spouse must calculate the value of his or her family property by adding up the value of all property that he or she owned on the date of separation or death.
2. Debts and liabilities that existed at the time of separa-

tion should be deducted from this amount. The difference will be the approximate net value of property owned by the spouse on the date of the separation.

3. The spouse then adds up the value of all property brought into the marriage. Debts and liabilities that existed on the date the marriage began should be deducted from that amount. The difference will be the net value of property owned by the spouse on the date of marriage.

4. Next, the spouse deducts the net value of property owned at the date of marriage from the net value of property owned at the date of separation. The difference in these amounts will show any increase in the value of property owned or acquired throughout the marriage.

5. As a last step, a spouse deducts the value of any property included in the calculations

that qualifies as one of the limited exceptions.

The result of this calculation is a spouse's *net family property*. The spouse with the lower net family property value deducts it from the net family property value of the spouse with the higher figure, and is then entitled to half the difference between the two figures. The payment of the difference is known as the *equalizing payment*. This ensures that each spouse leaves the marriage with exactly the same value of family property, in addition to any assets that were exempt from sharing (if any), like gifts or inheritances.

If a spouse has a negative value because of debts and liabilities exceeding the value of assets, then that spouse's net property value is zero.

Following is an example of how the calculation could be used in the case of one theoretical couple.

ONE EXAMPLE OF CALCULATING DIVISION OF PROPERTY

	Spouse A	Spouse B
Total amount of property owned at the time of separation	\$47,000	\$12,000
Total debts and liabilities at the time of separation	-\$ 8,000	-\$ 2,000
Total value of property at the time of separation	=\$39,000	= \$10,000
Total amount of property owned at the start of marriage	\$22,000	\$ 7,000
Total debts and liabilities at the start of the marriage	-\$ 4,000	-\$ 1,000
Total value of property at the start of marriage	=\$18,000	= \$ 6,000
Increase in value of property during the marriage	\$39,000	\$10,000
	-\$18,000	-\$ 6,000
	=\$21,000	= \$ 4,000
Inheritance (an exception)	-\$ 4,000	
Proceeds from life insurance policy when mother died (an exception)		-\$ 2,000
Net Family Property Value	=\$17,000	= \$ 2,000
Spouse B deducts Net Family Property Value from that of Spouse A and is entitled to half the difference:		
\$17,000		
-\$ 2,000		
=\$15,000		
x 50%		
6 = \$ 7,500 = Equalization Payment to Spouse B in addition to keeping \$2,000 insurance policy proceeds.		

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WHEN MUST THESE CALCULATIONS BE DONE?

The calculation of net family property is generally done when a couple separates, divorces or when one spouse dies. If a couple separates but does not divorce, the calculations are done as of the date of separation. This date, for the purposes of the calculation, is known as the *valuation date*. If more than one of these events occur, for example, the couple separates one year and divorces the next, the earlier date is used as the valuation date.

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HOW IS FINANCIAL INFORMATION EXCHANGED TO ENABLE SPOUSES TO DO THE CALCULATIONS?

The Family Law Act requires that each spouse deliver to the other a statement under oath disclosing his or her full financial situation. This statement must include:

- a) the spouse's property, debts and other liabilities, as of:
 the date of the marriage,
 the valuation date, and
 the date of the statement;
- b) any deductions that the spouse claims under the definition of "net family property";
- c) any exclusions that the spouse claims, and

d) all property that the spouse disposed of during the two years immediately preceding the making of the statement, or during the marriage, whichever period is shorter.

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DOES CONDUCT, GOOD OR BAD, WITHIN THE MARRIAGE HAVE ANY BEARING ON THE DIVISION OF PROPERTY?

Conduct is irrelevant to the division of property value. However, the bad conduct of a spouse may be relevant to the obligation to provide support. (For more information on support, see page 14.)

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HOW IS THE EQUALIZING PAYMENT MADE?

An equalizing payment is a debt like any other, and must be paid. It may be paid by a lump sum or other form of payment. Property, a share of business profits, shares in a company or even a mortgage can be an acceptable settlement if cash is not available. The court can also order that property be transferred to, put in trust for or vested in a spouse in order to satisfy an entitlement to an equalizing payment.

**WHAT IF A REQUIREMENT
TO MAKE AN EQUALIZING
PAYMENT SERIOUSLY
JEOPARDIZES THE
OPERATION OF A BUSINESS
OR A FARM?**

If an immediate payment of the equalization amount would seriously impair the operation of a business or farm, the court may order a spouse to pay a share of the profits of the business or farm, and, if the business or farm is incorporated, order that the spouse transfer or have the corporation issue to the entitled spouse shares in the corporation. If necessary to avoid hardship, the court can permit the spouse obliged to make the equalizing payment to defer it over as many as ten years, but no more than ten years.

**HOW CAN THE VALUE OF
FAMILY PROPERTY BE
PROTECTED WHILE THE
SPOUSES CONSULT WITH
THEIR LAWYERS AND DO
THE NECESSARY
CALCULATION?**

The court can make an order restraining the depletion of a spouse's property; and orders for the possession, the return, safekeeping and preservation of property.

**DOES THE SAME
CALCULATION OF AN
ENTITLEMENT TO AN
EQUALIZING PAYMENT
APPLY WHEN A
SPOUSE DIES?**

In the past, there was a substantial difference between property division upon separation or divorce, and upon the death of a spouse. It was possible for a spouse to be left little or nothing in the will of his or her deceased spouse. In some cases property that a spouse had used for the whole marriage was removed from the home by other beneficiaries of the will of the deceased. The Family Law Act attempts to address this unfairness by providing the surviving spouse with an option.

If a person died after March 1, 1986, the surviving spouse may choose between the provisions in the deceased spouse's will, or receive any entitlement to an equalizing payment (based on the same calculations of net family property value) under the Family Law Act. The valuation date for the calculation of the equalizing payment is the day before the spouse died.

The surviving spouse has six months to elect between the will's provisions or any entitlement to an equalizing payment under the Family Law Act. This six-month period may be extended in special circumstances.

The surviving spouse may elect to take the gifts given in the will of the deceased, as well as insurance proceeds and lump sum death benefits under the deceased spouse's pension plan, or similar plans. Alternatively, the surviving spouse may forego any rights to gifts in the will of the deceased and take an equalizing payment under the Family Law Act.

WHAT WILL HAPPEN TO ANY INSURANCE PROCEEDS OR LUMP SUM PENSION BENEFITS THAT A SURVIVOR IS ENTITLED TO ON THE DEATH OF A SPOUSE IF THE SURVIVOR ELECTS TO TAKE AN EQUALIZING PAYMENT?

Unless the deceased spouse specifically provided otherwise, the surviving spouse cannot keep the total value of all insurance proceeds or lump sum pension payments payable on death *and* the equalizing payment under the act. Insurance companies and pension plan administrators will pay these proceeds to the surviving spouse immediately upon death and even before an election is made under the act.

Receipt of these benefits in no way prejudices the surviving spouse's right to elect an entitlement to an equalizing payment. However, if the survivor elects the equalizing payment, insurance proceeds or lump sum pension benefits already received will be deducted from his or her entitlement to an equalizing payment.

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HOW DOES A SURVIVING SPOUSE MAKE AN ELECTION BETWEEN AN ENTITLEMENT AND THE DECEASED SPOUSE'S WILL?

The Family Law Act prescribes a simple election form. It must be completed and filed with the court within six months of a spouse's death. Given the importance of this election, it would be advisable to obtain legal advice before signing it.

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WHAT HAPPENS IF A SPOUSE DIES WITHOUT A WILL?

If a person dies without a will, the surviving spouse must choose between any entitlement to an equalizing payment under the Family Law Act and the provisions of the Succession Law Reform Act. The latter act provides a scheme for the division of the property of a person who has died without a will among any surviving family.

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IF THE SURVIVING SPOUSE ELECTS THE EQUALIZING PAYMENT OPTION AFTER THE OTHER SPOUSE'S DEATH, WHO WILL PAY IT?

The deceased spouse's representative, on behalf of the estate, has responsibility for making such a payment. The personal representative also

has the responsibility for ensuring the distribution of the remaining estate to any other beneficiaries.

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WHAT ARE THE PROPERTY RIGHTS OF PERSONS LIVING TOGETHER BUT NOT LEGALLY MARRIED TO EACH OTHER?

Common-law spouses have no property rights under the Family Law Act, regardless of how long they have cohabited. Under this legislation, such individuals are only entitled to ask for support from each other if the relationship breaks down. For more information on support, see page 14.

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CAN ANYTHING BE DONE IF A SPOUSE WASTES OR ENDANGERS THE FAMILY'S ASSETS?

If there is a serious danger that one spouse will wastefully deplete the family property, the other spouse may, without ending the marriage, ask the court for a division of property, pursuant to the rules for property division outlined in the Family Law Act. Although they may continue to reside together, one spouse would be entitled to an equalizing payment from the other spouse.

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HOW MUCH TIME DOES A SPOUSE HAVE TO APPLY FOR A DIVISION OF PROPERTY VALUES AND A CALCULATION OF AN EQUALIZING PAYMENT?

The date to apply for a division of property values varies according to the event. A spouse must apply for a division of property value within six years after a separation, two years after a divorce, and six months after the death of a spouse, if the death occurred after March 1, 1986. If more than one of these events occur, the earliest date applies. For example, if a couple divorces three years after separation the date to apply for a division of property values would be two years after the divorce.

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IF A SPOUSE HAS BEEN SEPARATED FOR MORE THAN SIX YEARS AND NOT DIVORCED, IS HE OR SHE STILL ENTITLED TO DIVIDE PROPERTY WITH THE SPOUSE?

The court may make allowances in special circumstances. In such cases the spouse should consult a lawyer.

PART TWO

PART II THE MATRIMONIAL HOME

The matrimonial home is usually the place where the family has lived. It can also include any property in which one spouse has interest and which is ordinarily occupied by the spouses as the family residence. A family cottage might be considered a matrimonial home but only if it is ordinarily occupied as the family residence.

Even if only one spouse has an interest in the property it may still be deemed to be the matrimonial home. A leased apartment, an interest in a condominium corporation or co-op could also be considered a matrimonial home if the property is ordinarily used as a family residence.

Several provisions guarantee special status for the matrimonial home. Both spouses, for example, are given an equal entitlement to its possession regardless of in whose name the property is registered. This means that a spouse who is the legal owner of the home cannot force the other to leave. This equal entitlement to possession is considered so important that the Family Law Act stipulates that it cannot be given away by marriage contract.

The act also states that neither spouse may sell, mortgage, lease or encumber in any way the matrimonial home without the other spouse's consent. This provision applies regardless of who is the legal owner of the home.

To be absolutely certain that neither spouse deals with the matrimonial home without the other's knowledge, the act provides that either spouse may designate the property as the matrimonial home by registering notice to that effect on the title of the property.

WHAT IF THE MATRIMONIAL HOME IS ONLY A SMALL PART OF A LARGE PIECE OF PROPERTY SUCH AS A FARM?

Only that part of the property that may reasonably be regarded as necessary to the use and enjoyment of the residence will be considered a matrimonial home. The balance of the property will be treated like any other asset.

WHAT HAPPENS IF A SPOUSE DIES WHILE OWNING THE MATRIMONIAL HOME IN JOINT TENANCY WITH SOMEONE OTHER THAN HIS OR HER SPOUSE? WILL THE SURVIVING JOINT TENANT BE ABLE TO TAKE THE MATRIMONIAL HOME AS A SOLE OWNER?

Under the Family Law Act, the joint tenancy would be deemed by the act to have been severed immediately before the death. The matrimonial home therefore would not go solely to a third person. The value of the deceased spouse's interest

in the home would then be brought into the calculation of his or her net family property.

In addition, the act provides that where a person is in possession of a matrimonial home but has no legal interest in the property, and his or her spouse dies, the survivor is entitled to retain possession of the home for 60 days rent free.

IS IT POSSIBLE FOR ONE SPOUSE TO OBTAIN EXCLUSIVE POSSESSION OF THE MATRIMONIAL HOME?

A spouse may apply to the court for an order granting him or her exclusive possession of the matrimonial home on a temporary or long-term basis. Once the order is made, his or her spouse is not permitted in or near the matrimonial home.

Under the Family Law Act, the court would use the following criteria in considering an order for exclusive possession:

- a) the best interests of the children affected;
- b) any existing orders with respect to the division of property and any existing support orders;
- c) the financial position of both spouses;
- d) any written agreement between the spouses;
- e) the availability of other suitable and affordable accommodation; and
- f) any violence committed by one spouse against the other or the children.

If a person continues to come to the matrimonial home even after an order of exclusive possession is made by the court then the spouse entitled to exclusive possession should call the police. A police officer is authorized to arrest, without a warrant, a person believed on reasonable and probably grounds to have contravened an order for exclusive possession. If convicted, the person who contravenes an order for exclusive possession is guilty of an offence and is liable the first time to a fine of up to \$1,000, or imprisonment for up to three months, or both. In the case of a second or subsequent offence, the fine can be as much as \$10,000, or imprisonment for up to two years, or both.

CAN THE COURT MAKE OTHER ORDERS WITH RESPECT TO THE MATRIMONIAL HOME?

The court can make a variety of orders if requested to do so. Among other things, the court could:

- a) provide for the return, safekeeping and preservation of the matrimonial home and its contents;
- b) direct that one spouse be given exclusive possession of the matrimonial home or part of it for a specified period of time and if the spouses had two or more homes, exclude the other property from the application

- of the act;
- c) direct the spouse to whom exclusive possession of the matrimonial home is given to make periodic payments to the other spouse;
- d) direct that one spouse be given exclusive possession of the contents and that they:
 - (i) remain in the home for the use of the spouse given possession, or
 - (ii) be removed from the home for the use of a spouse or child;
- e) order a spouse to pay for all or part of the repair and maintenance and other liabilities of the matrimonial home, or to make other payments to the other spouse for those purposes;
- f) authorize the disposition or encumbrance of a spouse's interest in the matrimonial home, subject to the other spouse's right of exclusive possession as ordered.

PART THREE

PART III SUPPORT OBLIGATIONS

Both the federal Divorce Act and the provincial Family Law Act contain provisions dealing with spousal and child support. If a couple is seeking a divorce then the support provisions of the Divorce Act apply. If the spouses are not seeking a divorce but still want the court to assist them in establishing support while they are separated, provisions of the Family Law Act will apply.

Both parents are expected to contribute towards their children's upbringing, according to each parent's respective income and resources. This obligation exists until a child is 18 years of age or while enrolled in a full time program of education. A parent's obligation to support does not extend to a child who is 16 years of age or older and has withdrawn from parental control.

Unlike the rules for division of property, which only apply to legally married people, the support provisions also extend to individuals who are often referred to as common law spouses. These are individuals who have resided together continuously for three or more years as man and wife, as well as couples who have had a relationship of some permanence, and are the natural or adoptive parents of a child. Both legally married and common law couples are entitled to ask for support from each other when their marriage or relationship breaks down.

HOW ARE SUPPORT OBLIGATIONS CALCULATED?

In general, support payments are calculated according to the claiming spouse's need and the paying spouse's ability to meet the obligation. The act sets out a list of criteria that a judge should take into consideration when determining support obligations between the person paying the support (called the respondent), and the person getting the support (called the dependant).

The criteria include:

- a) the dependant's and the respondent's current assets and means;
- b) the assets and means that both parties are likely to have in the future;
- c) the dependant's capacity to contribute to his or her own support;
- d) the respondent's capacity to provide support;
- e) the dependant's and the respondent's age, and physical and mental health;
- f) the dependant's needs—to determine this the courts may consider the accustomed standard of living while they resided together;
- g) the measures available for the dependant to become able to provide for his or her own support and the length of time and cost needed to enable the dependant to take those

measures;

- h) any legal obligation of the respondent or dependant to provide support for another person;
- i) the desirability of the dependant or respondent remaining at home to care for a child;
- j) a contribution by the dependant to the realization of the respondent's career potential.

The court may provide that the amount payable in the order be increased annually on the anniversary of the support order by the indexing factor set every November in the Consumer Price Index for Canada.

An application for support must be made within two years of separation. Under limited circumstances, a judge has the discretion to extend this time.

WHAT HAPPENS WHEN A SPOUSE PAYING A SUPPORT ORDER UNDER THE FAMILY LAW ACT DIES?

The spouse receiving the support is still entitled to support payments from the deceased spouse's estate, unless the support order provides otherwise.

**DOES A PERSON'S CONDUCT
AFFECT HIS OR HER RIGHT
TO SUPPORT UNDER THE
FAMILY LAW ACT?**

In very limited circumstances, a person may receive less support than he or she is entitled to if the court considers her or her conduct so unconscionable that it constitutes an obvious rejection or repudiation of the very marriage itself.

PART FOUR

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PART IV DOMESTIC CONTRACTS

A domestic contract is a written agreement between a man and a woman which sets out their rights and obligations to each other. To be valid, it must be signed by both parties and witnessed. There are three types of domestic contracts, each designed to deal with different circumstances.

A MARRIAGE CONTRACT

This is a written agreement between a man and a woman who are, or intend to be, married to each other. In the contract they may agree to their respective rights and obligations under the marriage, or on separation, or on divorce, or even death.

The parties to a marriage contract may agree to ownership or division of their property, support obligations, the right to direct the educational and moral training of their children and any other matter that they may wish to settle.

By agreeing to a marriage contract, a couple may outline clearly their own rights and obligations that would apply throughout their marriage or in the event they separate or divorce or they die. For example, if spouses did not feel that the methods of property division prescribed by the Family Law Act were suitable to their needs, they could by marriage contract provide their own scheme of property division.

Spouses may agree to anything in a marriage contract, with two exceptions: a spouse may not release any right to possession of the matrimonial home nor may they make any agreements with respect to rights to custody of, or access to their children.

WHAT IS A COHABITATION AGREEMENT?

This is a written agreement between a man and a woman who are living together, or intend to live together, but who are not married to one another. In such an agreement they may agree on their respective rights and obligations during cohabitation, or on ceasing to cohabit, or even on death. A cohabitation agreement may deal with the same issues as a marriage contract. And, like the rules governing marriage contracts, cohabitation agreements cannot include provisions dealing with the right to custody of, or access to their children.

A cohabitation agreement is valuable since the rules for the division of property set out in the Family Law Act only apply to legally married spouses. Couples who are not legally married may wish to provide a method for dividing their property if their relationship ended by separation or death.

If parties to a cohabitation agreement later choose to marry one another their cohabitation agreement becomes a marriage contract automatically.

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WHAT IS A SEPARATION AGREEMENT?

A man and a woman who have cohabited (whether legally married to one another or living common law) and are living separate and apart, may enter into an agreement in which they agree on their respective rights and obligations.

There are few restrictions on what a couple may deal with in their separation agreement. They may include provisions concerning all of the items that may be included in cohabitation agreements and marriage contracts. In addition they may also provide for the custody of, and access to their children.

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COULD A COURT INTERFERE WITH A DOMESTIC CONTRACT?

For the most part a domestic contract is forever binding, as is any other contract entered into by the parties, unless a court orders otherwise.

The court may disregard any provision in a domestic contract concerning the support, education, moral training, custody of, or access to a child if it is in the best interest of the child to do so.

The court might also set aside an entire domestic contract or provision in it:

- if a party failed to disclose to the other party significant

assets, or significant debts or other liabilities, existing when the domestic contract was made;

- if a party did not understand the nature or consequence of the domestic contract;
- in accordance with the law of contract.

The Family Law Act also permits spouses *to file* domestic contracts with the Provincial Court (Family Division) or the Unified Family Court in Hamilton/Wentworth. To file a domestic contract, a spouse must deliver the original contract to the clerk of the court with an affidavit stating that the agreement is in effect and has not been set aside or varied. Once filed, the support provisions in a domestic contract are enforceable as if they were an order of the court. In addition, parties to the domestic contract may ask the court to index the support provisions to keep pace with inflation and may vary the amount of support agreed to in the domestic contract.

to signing a domestic contract if only because it will reduce the likelihood of signing parties stating at a later date that they did not understand the nature and consequences of what they were doing.

DO COUPLES NEED TO CONSULT A LAWYER IN THE PREPARATION OF A DOMESTIC CONTRACT?

A lawyer is not essential but it would be advisable to consult one prior to negotiating or signing a domestic contract. Domestic contracts can have serious consequences for both spouses, their children and the family's property. A lawyer's advice should be obtained prior

WHAT IF A SPOUSE CONTRAVENES AN ORDER FOR EXCLUSIVE POSSESSION?

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PART V ENFORCEMENT OF RESPONSIBILITIES

The Family Law Act permits a person to apply to the court for an order restraining a spouse or former spouse from molesting, annoying or harassing the other spouse or children. The court can now order that one spouse not even communicate with the other spouse or children, except as may be provided by the order.

If a police officer believes on reasonable and probable grounds that a person has contravened a restraining order, the officer may arrest that person without a warrant.

In addition, a person who is found guilty of committing such an offence is liable, in the case of a first offence, to a fine of up to \$1,000 or to imprisonment for a term of up to three months, or to both. In the case of a second or subsequent offence, the guilty party may be subject to a fine of up to \$10,000 or to imprisonment for a term of up to two years, or to both.

WHAT IF A SPOUSE CONTRAVENES AN ORDER FOR EXCLUSIVE POSSESSION?

If a spouse breaches an order for exclusive possession, the same kind of penalties apply as a breach of a restraining order.

**WHAT CAN BE DONE IF A
SPOUSE THREATENS TO
LEAVE THE PROVINCE OF
ONTARIO IN ORDER TO
AVOID PAYING SUPPORT
UNDER THE FAMILY
LAW ACT?**

Spouses who threaten to leave the province to evade their support obligations under the act may have a warrant issued for their arrest for the purpose of bringing him or her to court.

Additional copies of this pamphlet are available by writing to:

Communications Office
Ministry of the Attorney
General
18 King Street East
18th Floor
Toronto, Ontario
M5C 1C5

LES CONJONTS OUT-ILS
BESOIN DE CONSULTER
UN AVOCAT POUR ETABLIR
UN CONTRAT FAMILIAL?

- Si une partie n'a pas divulgué à l'autre des éléments détaillés importants, ou des dettes ou autres obligations impor-tantes, qui existaient à la signature du contrat aux intérêts de l'entant.
- Le tribunal peut aussi an-nuler tout ou partie d'un con-trat familial:

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Un accord de cohabitation peut étre d'un grand secours puisque les règles de partage des biens, prévues par la Loi sur le droit de la famille, ne régissent que les couples liés soit pas pourront, grâce à pareil accord, prévoir un mode de partage de leurs biens au cas où leur relation ou par le fait de leur séparation ou par décès.

LE TRIBUNAL PEUT-IL INTERVENIR DANS UN CONTRAT FAMILIAL?

QUE EST-CE QU'UN ACCORD DE SEPARATION?

se marient légalement, cet accord devient avec l'autre, et un contrat de plein droit une mariage.

Les époux peuvent convenir de n'importe quel dans le contrat de mariage, à deux exceptions près : il ne peut porter atteinte au droit à la possession du foyer conjugal, ni au droit de garde ou de visite à l'enfant des mariages.

au moyen du contrat de mariage, établir leur propre système de partage.

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En règle générale, le contrat familial, comme tout autre contrat familial, concerne les parties, a donc obligatoire pour ces dernières, sauf décision judi- claire contraire. Le tribunal peut passer autre à toute disposition d'un con- trat familial relative à la pen- sion alimentaire due à un en- fant, à son éducation, à sa for- matation morale, au droit de garde ou de visite, si l'usage que parleille décision est conforme

LE TRIBUNAL PÉTROL INTERVENIR DANS UN CONTRAT DE MARCHÉ

Le contrat familial est un accord écrit par l'épouse et la femme, et la femme convient de l'écrire. Il s'agit de l'accord conjugal par lequel l'épouse et la femme sont époux ou qui se proposent de se marier. L'un avec l'autre, afin de convaincre de leurs obligations et de leurs obligations de mariage, ou en cas de séparation, de divorce, ou même de décès. Le contrat de mariage peut porter sur la propriété et le partage des biens, les obligations allimentaires, le droit de diriger l'éducation et la formation morale des enfants, ainsi que toute autre question due aux parties tierces à prévoir. Les deux conjoints peuvent tout se déclarer étrangers, sans être obligés de faire partie de la famille tout au long de leur mariage, ou en cas de séparation, de divorce ou de décès. Par le contrat de mariage, les deux conjoints peuvent tout se déclarer étrangers, sans être obligés de faire partie de la famille tout au long de leur mariage, ou en cas de séparation, de divorce ou de décès. Par le contrat de mariage, les deux conjoints peuvent tout se déclarer étrangers, sans être obligés de faire partie de la famille tout au long de leur mariage, ou en cas de séparation, de divorce ou de décès.

LE CONTRAT DE MARIAGE

Le contrat familial est un accord écrit par l'épouse et la femme, et la femme convient de l'écrire. Il s'agit de l'accord conjugal par lequel l'épouse et la femme sont époux ou qui se proposent de se marier. L'un avec l'autre, afin de convaincre de leurs obligations et de leurs obligations de mariage, ou en cas de séparation, de divorce ou de décès. Par le contrat de mariage, les deux conjoints peuvent tout se déclarer étrangers, sans être obligés de faire partie de la famille tout au long de leur mariage, ou en cas de séparation, de divorce ou de décès.

LES CONTRATS FAMILIAUX

PARTIE IV

BATITE D'AVANTAGE

31

Le contrat familial est un accord écrit par l'épouse et la femme, et la femme convient de l'écrire. Il s'agit de l'accord conjugal par lequel l'épouse et la femme sont époux ou qui se proposent de se marier. L'un avec l'autre, afin de convaincre de leurs obligations et de leurs obligations de mariage, ou en cas de séparation, de divorce ou de décès. Par le contrat de mariage, les deux conjoints peuvent tout se déclarer étrangers, sans être obligés de faire partie de la famille tout au long de leur mariage, ou en cas de séparation, de divorce ou de décès.

LES CONTRATS FAMILIAUX

PARTIE IV

Dans les cas exceptionnels, une personne peut se voir accorder une pension alimentaire inférieure à ce qui lui a été判若天淵。法院在審理案件時，會根據事實和法律來判斷，並不會因為某個人的社會地位或財產而有所偏袒。這就是我們所說的司法公正。

LA CONDUITE D'UNE PERSONNE INFIRME-T-ELLE SUIT SON DROIT A LA PENSION ALIMENTAIRE SOUS LE REGIME DE LA LOI SUR LE DROIT DE LA FAMILLE?

Sur disposition contraria de l'ordonnance simplificatrice, la personne à charge a toujours droit dans ce cas à la pension alimenterie, que lui doit la suc-cession du conjoint défunt.

DECES DU CONJOINT TENU
AU PAIMENT DE LA
PENSIO ALIMENTAIRE
EN APPLICATI DE LA
LOI SUR LE DROIT DE
LA FAMILLE

COMMENT CALQUER ALIMENTAIRE?

En règle générale, la pension aménée et se calculée en fonction de la réclame et de l'appétitude qui la besoins du conjoint à la payer de l'autre conjoint. La loi énumère les éléments que le juge doit prendre en considération lorsqu'il se pro- sonce sur la pension alimen- taire que la personne qui y est tenue (appellee Intime) doit payer à la personne qui y a droit (appelée la personne à qui y a versé). Voici ces éléments :

- a) Les ressources et l'actif actuels de la personne à la charge et de l'intime;
- b) Les ressources et l'actif blablalement la personne à la charge et l'intime;
- c) La capacité de la personne à l'avenir;
- d) La capacité de l'intime ses propres besoins;
- e) L'âge et la santé physique et mentale de la personne à la charge et l'intime;
- f) Les besoins de la personne tenu du niveau de vie habitué des deux con-
- g) Les besoins de la personne sonne à charge, complète tenue du niveau de vie habitué des deux con-
- h) Les besoins de la personne joints lorsqu'ils viennent ensemble;

non, l'un des conjoints a le droit de recclaimer les alimens de l'autre en cas de rupture du mariage ou de la relation.

PARTIE TROIS

penses qui s'y rapportent, ou l'asse des paiements à cette fin à son conjoint; f) autoriser que le droit d'un conjoint sur le foyer conjugal soit aliéne ou grève, sous réserve du droit de possession ou exclusive du conjoint attributaire.

Le but ou l'autre époux peut de-
mander au tribunal de rendre
une ordonnance lui attribuant
la possession exclusive du foyer
conjugal, à titre provisoire ou
pour une longue période. Une
fois l'ordonnance rendue, le
foyer conjugal et ses abords
sont interdits à toute confusion.
Sous le régime de la Loi
sur le droit de la famille, le
tribunal prendrait en considé-
ration les éléments suivants
pour décider si y a lieu de
rendre l'ordonnance de
possession exclusive :

EST-IL POSSIBLE POUR
UN DES EPOUX
D'OBtenir LA POSSESSION
EXCLUSIVE DU FOYER
CONJUGAL?

En outre, la loi prévoit que certains droits des époux qui ne détiennent aucun droit de propriété sur leur conjoint, la loi prévoit que ce qui résulte de la mort d'un des deux époux sera réservé au conjoint, à la succession du défunt, d'en conséquence, à la succession de l'autre époux, sans avoir d'autre résultat que de donner à l'autre époux une partie de la succession de l'autre époux.

Dans ce cas, le joueur connaît la partie du bien qui est la gâterie à la fois normale et nécessaire pour profiter de la résidence, le restaurant de la gâterie à la fois normale et nécessaire pour profiter de tout autre bien.

26 CAS OU LE FOYER CONJUGAL FAIT PARTIE D'UN IMMEUBLE PLUS GRAND, UNE EXPLOITATION

wer de quelque droit que ce soit, le foyer conjugal sans le consentement de l'autre conjoint. Cette disposition s'ap- plique peu importe lequel des deux est le propriétaire en titre du foyer. Pour prévenir tout acte de disposition du foyer conjugal à la partie de l'un des époux à l'insu de son conjoint, la loi prévoit que l'un ou l'autre con- joint peut désigner le bien comme foyer conjugal, en l'absence d'un désignation à cet effet au moment de la vente ou de l'aliénation.

Possession exclusive:	Sous le régime de la Loi sur PROPRIÉTAIRE UNIQUE?
a) Limiteret verifiable des en fants en cause;	Sous le régime de la Loi sur PROPRIÉTAIRE UNIQUE?
b) Lexistence d'ordon-	Surveie est réputée savoir être droit de la famille, le gain de
	de droit de la famille, le gain de

QUE SE PASSE-T-IL EN CAS
DE DECCES DU CONJOINT
QUELQU'UN ETAIT PROPRETATEUR
DU FOYER CONJOINT
QUELQU'UN ETAIT PROPRETATEUR
DU FOYER CONJOINT
GAIN DE SURVIE AVEC
UN TIERE? JE TIERES
COPROPRIETE A-T-IL
DROIT AU FOYER
CONJUGAL A TITRE DE
PROPRIETE UNIQUE?

PARTIE II LE FOYER CONJUGAL

Le foyer conjugal est tout normale-
ment l'habitation où la famille
a vécu. Ce terme s'entend
également de l'immeuble sur
lequel l'un des époux a un droit
et qui est ordinairement occupé
coupé par les deux époux à titre
de résidence familiale. Un cha-
let pourrait aussi constituer le
foyer conjugal, à condition
d'être ordinairement occupé à
titre de résidence familiale.
Même si un seul des deux
époux a un droit sur l'im-
meuble, celui-ci peut quand
même être considéré comme
le foyer conjugal. Un appartement
meuble en copropriété ou une
coopérative, peut être égale-
ment considéré comme le foyer
conjugal si ce logement sert
égal en ce qui concerne la pos-
session du foyer conjugal, peu
importe celui sous le nom
duquel l'immeuble est étre-
giiste. Cela signifie que celui
qui a le droit égal de posséssion est
ne peut pas en expulser l'autre.
Taire en titre du foyer conjugal
des époux qui est le proprié-
taire en titre du foyer conjugal pour
Plutôt que d'espousions pré-
voient un statut spécial pour
le foyer conjugal. Par exemple,
les deux époux ont un droit
égal en ce qui concerne la pos-
session du foyer conjugal, peu
importe celui sous le nom
duquel l'immeuble est étre-
familiale.

Même si un seul des deux
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importe celui sous le nom
duquel l'immeuble est étre-
familiale.

QUEL EST LE DEFI IMPARTI POUR DES PARTAGE DES RESSOURCES AU PAYSAGE?

Le délai imparti pour demander le partage des biens varie selon le cas. Un conjoint peut demander le partage des biens dans les six années qui suivent la séparation, dans les deux années qui suivent le divorce, et dans les six mois qui suivent le décès de l'autre conjoint, si ce décès a lieu après le 1er mars 1986. En cas de chevauchement des délais du à la réalisation de plusieurs événements, c'est le délai le plus court qui s'applique. Par exemple, si un couple divorce alors sans après séparation, la plus longue des deux périodes est demandée en partage des biens.

LE CONJUGNT QUI A ETE SEPARE PENDANT PLUS DE SIX ANS SANS ETRE DIVORCE A-T-IL ENCORE DROIT AU PARTAGE DES BIENS?

Le tribunal peut l'autoriser dans les cas exceptionnels. En pareils cas, il y a lieu de consulter un avocat.

Le deces.

debutant, et le droit à un père -
ment d'égalisation (calculé de
la même manière que pour la
valeur des biens familiaux
nées) en vertu de la Loi sur le
droit de la famille. La date
d'évaluation servait au calcul
du paiement d'égalisation est
celle du jour précédent.

En cas de décès, surviennent les époux, le conjoint survivant a le choix entre les dispositions testamentaires du testateur.

Il y a un autre aspect de la survie qui peut être intéressant pour les personnes qui ont été victimes d'un accident. La loi sur le droit de la famille vise à remédier à cette injustice en donnant un choix au conjoint survivant. Le couple conjoint peut alors décider de donner un héritage à son conjoint ou à ses enfants. Cela peut être une bonne solution pour éviter les conflits entre les deux partenaires.

Par le passé, il y avait, en matière de partage des biens, une différence considérable entre la séparation ou le divorce d'une part, et le divorce de l'un des conjoints d'autre part. Il était possible que

LE CALCUL SERVANT A L'EGALISATION DES BIENS
EST-IL APPLICABLE EN CAS DE DECES DE L'UN DES CONJOINTS?

Le *consoult survivalist jout'*, pour faire le choix entre Les displositions testamentaires et le droit au Patlement d'égalisat-tion en vertu de la Loi sur le droit de la famille, d'un déla-i de six mois, led'qu'il peut étre proroge dans les cas exceptionnelles.

Le *consoult survivant Peut choisir de recevoir les Leg's* laissés par Le défunt, de même que les prestations d'assurance ou les prestations forfaitaires du régime de retraite ou d'autres régimes de pension du défunt ou bien il peut renoncer aux legs laissés par le défunt pour recevoir un patlement d'égalisat-tion sous le régime de la Loi sur le droit de la famille.

réglime de retraité ou d'autres régimes de pension du délintr. Les lasses par le délinut pour recevoir un palément d'égalisati. tion sous le régime de la loi sur le droit de la famille.

QUE DEVIENNENT LES PRESTATIONS D'ASSURANCE OU LES PRESTATIONS FORFAITAIRES DE DÉCÈS SI LE BÉNÉFICIAIRE CHOISIT DE RECEVOIR UN PALÉMENT D'ÉGALISATION?

Le Consortium survivant peut choisir de recouvrir les legs laissés par le défunt, de même que les prestations d'assurance ou les prestations forfaitaires de décès, due prévoient le

Le conjoint survivant joint,
pour faire le choix entre les
dispositions testamentaires et
le droit au paiement d'égalisa-
tion en vertu de la loi sur le
droit de la famille, d'un délai
de six mois, led'hui peut être
prolongé dans les cas
exceptionnels.

des biens. La conservation des biens de l'unité familiale passe par la transmission de la propriété, ou par l'assurance des conjoints, ou pour assurer la possession, la remise, la bonne garde et la conservation des biens.

COMMENT S'EFFICACITER A LA COMMUNIQUATION DES RÉNÉGOCIEMENTS NECÉSSAIRES AU CALCUL?

17 000 \$ 30 000

EXEMPLE DE CALCUL SEPARANT AU MARIAGE DES BIENS	
Conjoint A	Conjoint B
Valeur totale des biens dont le conjoint est propriétaire à la séparation	= 47 000 \$
Valeur totale des dettes et autres obligations à la séparation	= 12 000 \$
Valeur totale nette des biens à la séparation	= 35 000 \$
Valeur totale des biens dont le conjoint est propriétaire à la date du mariage	= 22 000 \$
Valeur totale nette des dettes et autres obligations à la date du mariage	= 7 000 \$
Valeur totale nette des biens à la date du mariage	= 15 000 \$
Valeur totale des biens dont le conjoint est propriétaire à la date du mariage	= 39 000 \$
Valeur totale nette des dettes et autres obligations à la date du mariage	= 18 000 \$
Valeur totale nette des biens à la date du mariage	= 6 000 \$
Accroissement de la valeur des biens durant le mariage	= 10 000 \$
- 18 000 \$	= - 6 000 \$
- 10 000 \$	= - 6 000 \$
- 18 000 \$	= - 6 000 \$
- 21 000 \$	= - 4 000 \$
- 4 000 \$	= - 4 000 \$
Heritage (exclu du calcul)	= 21 000 \$
Immeuble d'assurance-vie au décès de la mère (exclu du calcul)	= 2 000 \$
Valeur des biens familiaux nets	= 17 000 \$
= 2 000 \$	= 2 000 \$

A QUEL MOMENT LE CALCUL D'OIT-IL SE FAIRE?

Le conjoint B a droit à la moitié de la différence entre la valeur de ses biens familiers nets et celle du

La Loi sur le droit de la famille prévoit que chacun des conjoints fait tenir à l'autre une déclaration faite sous serment et donnant tous les détails de sa situation financière, dont : a) tous ses biens ainsi que ses dettes et autres obligations, aux dates suivantes :

(i) La date du mariage,

(ii) La date d'évaluation.

Le calcul de la valeur des biens familiers nets se fait généralement au moment de la séparation, du divorce ou du décès de l'un des conjoints. Dans le cas où le couple se sépare mais ne divorce pas, le calcul se fait à la date de la séparation. Cette date est apposée à la date d'évaluation aux fins du calcul. Si plusieurs des événements susmentionnés se produisent avant le partage, par exemple, si le couple divorce un an après la séparation, la date d'évaluation est utilisée de l'évaluation qui suit la séparation.

- (I) La date du mariage,
- (II) La date de la déclaration,
- (III) La date de la dévaluation,
- b) Les déductions qu'il demande en vertu de la définition de « biens familiers »;

produisent avant le partage, par exemple, si le couple divorce un an après la séparation, la date d'évaluation est celle de l'événement qui survient le premier.

COMMENT S'EFFECTIONNE LA CALCUL EN VUE DU PARTAGE DES BIENS?

1) Le conjoint doit calculer la valeur de ses biens familiaux en faisant la somme de la valeur de tous les biens dont il a bénéficié le propriétaire à la date de la séparation ou du décès.

2) Les dettes et obligations qui existaient à la date de la séparation doivent être déduites de ce montant. La différence représente la valeur nette approximative des biens appartenant au conjoint à la date de la séparation.

3) Le conjoint fait ensuite la somme de la valeur de tous les biens qu'il avait apportés au mariage. Les dettes et autres obligations qui existent à la date de la séparation sont soustraites au montant obtenu.



UN JUGE PEUT-IL ORDONNER QUE LES BIENS FAMILIERS NE SOIENT PAS PARTAGÉS PAR MOTTE?

dommages-intérêts ne donne droit à aucun crédit spécial, et la valeur intégrale de la malaison sera partagée. Voir à la page 12 d'autres détails sur leoyer consulaire.

PARTEI I PARTRAGE DES BIENS

Sous le régime de la loi anté-
nière, les conjoints avaient
l'un et l'autre droit à tous les
biens familiaux, à parts égales,
ce qui signifie que les biens
que possédaient et utilisaient
familie, comme leur maison,
entre eux. Mais d'autres biens,
comme les pensions de
retraite, les régimes
enregistres d'épargne -
retraite (REER) ou les valeurs
mobilières, n'étaient pas
partagés par moitié, car ils
n'étaient pas considérés
comme biens familiaux. Ils
étaient donc retenus par le
conjoint qui en était le pro-
priétaire en titre, à moins que
l'autre conjoint ne put prou-
ver qu'il avait contribué finan-
cièrement à leur acquisition.
Par ailleurs, une autre modeste
cause d'insistance. Prendre par
exemple un couple qui possè-
dait une petite maison, des
meubles, une voiture modeste
et certains autres biens fami-
liaux. Celui qui gagnait le
revenu du ménage aurait pu
accumuler en sus, valeurs
et autres biens propres. Plus que les
biens propres hérités pas sou-
vent avec une partie bien inférieure à
celle de l'autre, en cas de
ruption du mariage. Il est
arrivé que le gagnant pas un
conjoints qui ne gagnait pas un
mobilier, éparples, REER,
et autres biens propres, le tout
à son nom propre. Plus que les
biens propres, celles qui des con-
joints au partage, celles des con-
joints qui le gagnait pas un
revenu se retrouvaient souvent
avec une partie bien inférieure à
celle de l'autre, en cas de
ruption du mariage. Il est

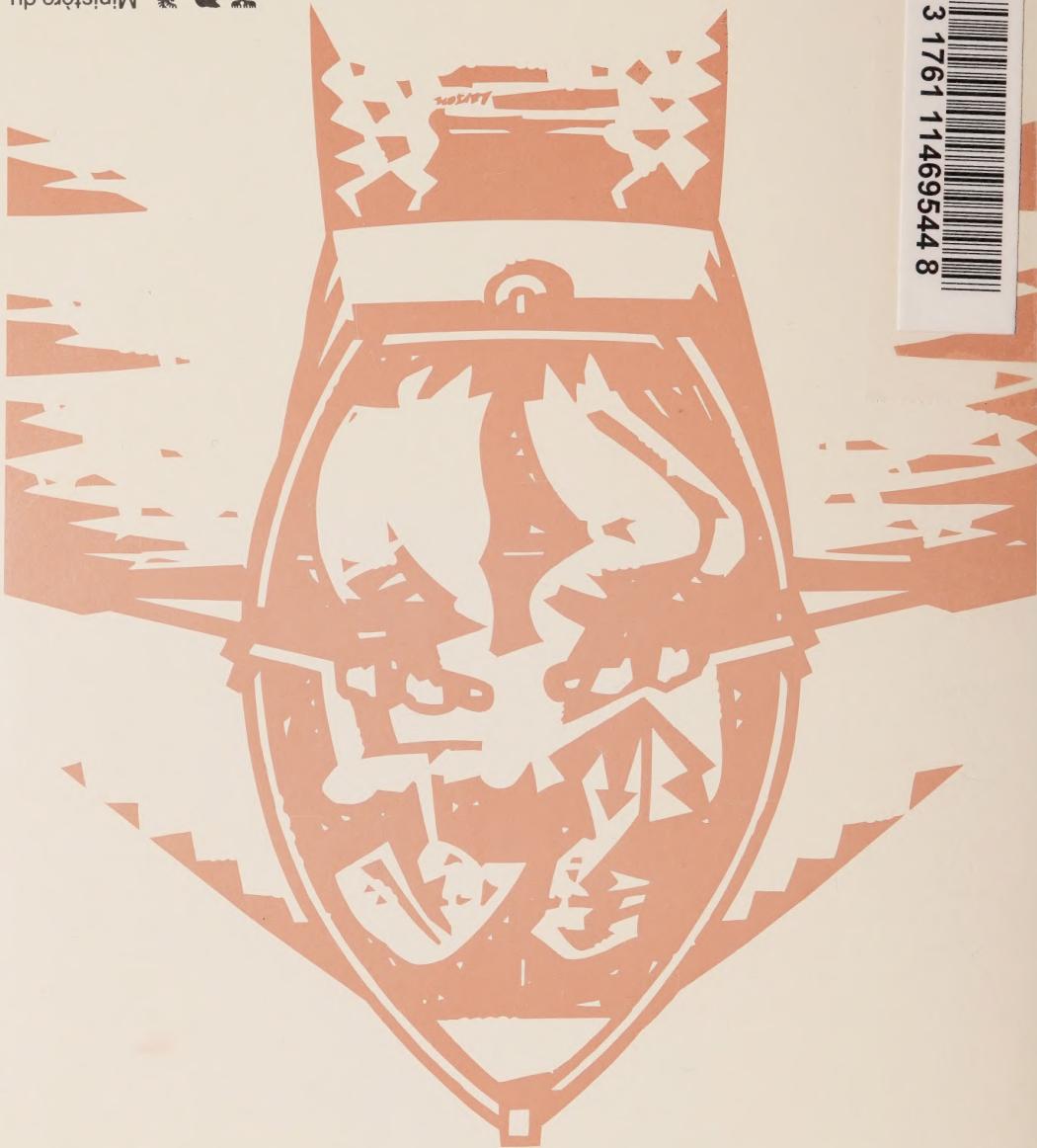
PARTIE UN

I	NOUVELLE ORIENTATION DU DROIT DE LA FAMILLE EN ONTARIO	Le droit de la famille a récemment connu en Ontario d'importantes modifications qui peuvent avoir de profondes répercussions sur la vie d'un grand nombre de familles dans la province. Ces modifications et la Loi de 1985 sur l'exécution de ordonnances alimentaires et de garde d'enfants. La Loi sur le droit de la famille recouvre, aussi bien que sociale, tout que le mariage est une société menant à l'ordre moral et social. L'exécution d'ordonnances ali- mentaires et de garde d'enfants précise des moyens d'exécution plus efficaces en la matière. La présente brochure, éditée par le ministère du Procureur d'expéquie, a pour object d'expliquer les modifica- tions opérées dans le cadre de la Loi sur le droit de la famille. Elle examine la nouvelle orientation du droit de la famille sous cinq rubriques générales :
II	PARTAGE DES BIENS	2
III	PENSION	16
IV	ALIMENTAIRE	19
V	CONTRATS	22
	FAMILIAUX	19
	EXECUTION DES	22
	OBLIGATIONS	22
	La présence brochure vise à fournir les réponses à ces taisnes questions les plus cour- antes en matière de droit de la famille en Ontario, mais elle ne constitue pas un texte réglementaire et ne porte pas sur toutes les matières régies par la loi. Elle ne se substitue aux dispositions qui imposent dans une famille que une personne deux qui ont besoin d'explica- tions plus détaillées concernant leur cas particulier, devront s'adresser à un avocat.	

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GUIDE DE LA LOI SUR LE DROIT DE LA FAMILLE.
SUR LEGALITE.
FONDÉE
UNE ASSOCIATION
LE MARIAGE: